

Angela M. Taylor (State Bar No. 210425)  
[angelataylor@jonesday.com](mailto:angelataylor@jonesday.com)  
JONES DAY  
3161 Michelson Drive  
Suite 800  
Irvine, CA 92612  
Telephone: (949) 553-3939  
Facsimile: (949) 553-7539

Timothy D. Lanzendorfer (*pro hac vice*)  
tlanzendorfer@jonesday.com  
JONES DAY  
325 John H. McConnell Boulevard  
Suite 600  
Columbus, OH 43215  
Telephone: (614) 281-3076  
Facsimile: (614) 461-4198  
*Admitted Pro Hac Vice*

**Attorneys for Defendant  
EXPERIAN INFORMATION  
SOLUTIONS, INC.**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DENNIS P. MOYEDA,  
Plaintiff,  
v.  
EXPERIAN INFORMATION  
SOLUTIONS, INC. AND DOES 1-10  
INCLUSIVE,  
Defendants.

Case No. 2:24-cv-10604-SVW-RAOx  
Hon. Stephen V. Wilson  
Hon. Rozella A. Oliver  
**STIPULATED PROTECTIVE  
ORDER<sup>1</sup>**

## 1. INTRODUCTION

## 1.1 Purposes and Limitations

Discovery in this action is likely to involve production of confidential,

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 proprietary or private information for which special protection from public  
2 disclosure and from use for any purpose other than prosecuting this litigation may  
3 be warranted. Accordingly, Plaintiff Dennis P. Moyeda and Defendant Experian  
4 Information Solutions, Inc., together the “Parties,” hereby stipulate to and petition  
5 the Court to enter the following Stipulated Protective Order. The parties  
6 acknowledge that this Order does not confer blanket protections on all disclosures  
7 or responses to discovery and that the protection it affords from public disclosure  
8 and use extends only to the limited information or items that are entitled to  
9 confidential treatment under the applicable legal principles.

10       1.2 Good Cause Statement

11       Good cause exists for entry of this Stipulated Protective Order. This action is  
12 likely to involve sensitive and proprietary information, such as trade secrets,  
13 confidential policies and procedures, and other valuable research, development,  
14 commercial, financial, technical and/or proprietary information, for which special  
15 protection from public disclosure and from use for any purpose other than  
16 prosecution of this action is warranted. This action is also likely to involve  
17 personally identifiable financial information, such as names, residential addresses,  
18 credit card numbers, financial account numbers, private financial transaction  
19 information, confidential debt information, social security numbers, and sensitive  
20 credit reporting information, for which special protection from public disclosure  
21 and from use for any purpose other than prosecution of this action is warranted.

22       Based on information anticipated to be requested, including that described  
23 herein, the Parties anticipate that they will disclose sensitive personal, financial,  
24 and/or proprietary information. Private information of third parties may also be  
25 disclosed. It is important that this information remain protected and not be readily  
26 available due to the dangers of identity theft, the constitutional privacy rights of  
27 third parties, and protection of business competition interests. The unrestricted or  
28 unprotected disclosure of such private, financial and/or business information would

1 result in prejudice or harm to the producing party and third parties by revealing  
2 their information which could result in identity theft, loss of business and/or  
3 violation of federal and state privacy laws.

4 Accordingly, to expedite the flow of information, to facilitate the prompt  
5 resolution of disputes over confidentiality of discovery materials, to adequately  
6 protect information the Parties are entitled to keep confidential, to ensure that the  
7 Parties are permitted reasonable necessary uses of such material in preparation for  
8 and in the conduct of trial, to address their handling at the end of the litigation, and  
9 serve the ends of justice, a protective order for such information is justified in this  
10 matter. It is the intent of the Parties that information will not be designated as  
11 confidential for tactical reasons and that nothing be so designated without a good  
12 faith belief that it has been maintained in a confidential, non-public manner, and  
13 there is good cause why it should not be part of the public record of this case.

14       1.3     Acknowledgement of Procedure for Filing Under Seal

15       The Parties further acknowledge, as set forth in Section 12.3, below, that this  
16 Stipulated Protective Order does not entitle them to file confidential information  
17 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
18 and the standards that will be applied when a party seeks permission from the court  
19 to file material under seal.

20       There is a strong presumption that the public has a right of access to judicial  
21 proceedings and records in civil cases. In connection with non-dispositive motions,  
22 good cause must be shown to support a filing under seal. *See Kamakana v. City*  
*and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen.*  
*Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony*  
*Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective  
25 orders require good cause showing), and a specific showing of good cause or  
26 compelling reasons with proper evidentiary support and legal justification, must be  
27 made with respect to Protected Material that a party seeks to file under seal. The  
28

1 Parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL  
2 does not—without the submission of competent evidence by declaration,  
3 establishing that the material sought to be filed under seal qualifies as confidential,  
4 privileged, or otherwise protectable—constitute good cause.

5 Further, if a party requests sealing related to a dispositive motion or trial,  
6 then compelling reasons, not only good cause, for the sealing must be shown, and  
7 the relief sought shall be narrowly tailored to serve the specific interest to be  
8 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.  
9 2010). For each item or type of information, document, or thing sought to be filed  
10 or introduced under seal in connection with a dispositive motion or trial, the party  
11 seeking protection must articulate compelling reasons, supported by specific facts  
12 and legal justification, for the requested sealing order. Again, competent evidence  
13 supporting the application to file documents under seal must be provided by  
14 declaration.

15 Any document that is not confidential, privileged, or otherwise protectable in  
16 its entirety will not be filed under seal if the confidential portions can be redacted.  
17 If documents can be redacted, then a redacted version for public viewing, omitting  
18 only the confidential, privileged, or otherwise protectable portions of the document  
19 shall be filed. Any application that seeks to file documents under seal in their  
20 entirety should include an explanation of why redaction is not feasible.

21  
22 **2. DEFINITIONS**

23 2.1 Action: *Dennis P. Moyeda v. Experian Information Solutions, Inc., et*  
24 *al.*, Case No. 2:24-cv-10604-SVW-RAO.

25 2.2 Challenging Party: a Party or Non-Party that challenges the  
26 designation of information or items under this Order.

27 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
2 the Good Cause Statement.

3       2.4   Counsel: Outside Counsel of Record and House Counsel (as well as  
4 their support staff).

5       2.5   Designating Party: a Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL.”

8       2.6   Disclosure or Discovery Material: all items or information, regardless  
9 of the medium or manner in which it is generated, stored, or maintained (including,  
10 among other things, testimony, transcripts, and tangible things) that are produced or  
11 generated in disclosures or responses to discovery in this matter.

12       2.7   Expert: a person with specialized knowledge or experience in a matter  
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
14 an expert witness or as a consultant in this Action.

15       2.8   House Counsel: attorneys who are employees of a party to this Action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.

18       2.9   Non-Party: any natural person, partnership, corporation, association or  
19 other legal entity not named as a Party to this action.

20       2.10   Outside Counsel of Record: attorneys who are not employees of a  
21 party to this Action but are retained to represent or advise a party to this Action and  
22 have appeared in this Action on behalf of that party or are affiliated with a law firm  
23 that has appeared on behalf of that party, and includes support staff.

24       2.11   Party: any party to this Action, including all of its officers, directors,  
25 employees, consultants, retained experts, and Outside Counsel of Record (and their  
26 support staffs).

27       2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
28 Discovery Material in this Action.

1        2.13 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5        2.14 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL.”

7        2.15 Receiving Party: a Party that receives Disclosure or Discovery  
8 Material from a Producing Party.

9        2.16 Court: Hon. Stephen V. Wilson, Hon. Rozella A. Oliver, or any other  
10 judge to which this Action may be assigned, including Court staff participating in  
11 such proceedings.

12

13        **3. SCOPE**

14        The protections conferred by this Stipulation and Order cover not only  
15 Protected Material (as defined above), but also (1) any information copied or  
16 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
17 compilations of Protected Material; and (3) any testimony, conversations, or  
18 presentations by Parties or their Counsel that might reveal Protected Material.

19        Any use of Protected Material at trial shall be governed by the orders of the  
20 trial judge. This Order does not govern the use of Protected Material at trial.

21

22        **4. DURATION**

23        Even after final disposition of this litigation, the confidentiality obligations  
24 imposed by this Order shall remain in effect until a Designating Party agrees  
25 otherwise in writing or a court order otherwise directs. Final disposition shall be  
26 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
27 with or without prejudice; and (2) final judgment herein after the completion and  
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,

1 including the time limits for filing any motions or applications for extension of time  
2 pursuant to applicable law.

3

4 **5. DESIGNATING PROTECTED MATERIAL**

5.1 Exercise of Restraint and Care in Designating Material for Protection.  
6 Each Party or Non-Party that designates information or items for protection under  
7 this Order must take care to limit any such designation to specific material that  
8 qualifies under the appropriate standards. The Designating Party must designate for  
9 protection only those parts of material, documents, items or oral or written  
10 communications that qualify so that other portions of the material, documents,  
11 items or communications for which protection is not warranted are not swept  
12 unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber the case development process or to  
16 impose unnecessary expenses and burdens on other parties) may expose the  
17 Designating Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in  
22 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24 under this Order must be clearly so designated before the material is disclosed or  
25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (*e.g.*, paper or electronic  
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix the legend  
2 “CONFIDENTIAL”(hereinafter “CONFIDENTIAL legend”), to each page that  
3 contains protected material. If only a portion of the material on a page qualifies for  
4 protection, the Producing Party also must clearly identify the protected portion(s)  
5 (e.g., by making appropriate markings in the margins).

6 A Party or Non-Party that makes original documents available for inspection  
7 need not designate them for protection until after the inspecting Party has indicated  
8 which documents it would like copied and produced. During the inspection and  
9 before the designation, all of the material made available for inspection shall be  
10 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
11 documents it wants copied and produced, the Producing Party must determine  
12 which documents, or portions thereof, qualify for protection under this Order.  
13 Then, before producing the specified documents, the Producing Party must affix the  
14 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
15 portion of the material on a page qualifies for protection, the Producing Party also  
16 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
17 in the margins).

18 (b) Deposition testimony can be designated by the Parties as Confidential  
19 Information. Such designation will be made on the record if possible, but the  
20 Parties can designate portions of such testimony as Confidential Information by  
21 providing written notice of such designation to the opposing Parties within thirty  
22 (30) days of receipt of the transcribed testimony by counsel. Until thirty (30) days  
23 after receipt of the transcribed testimony, such testimony shall be treated by the  
24 Parties as Confidential Information.

25 (c) for information produced in some form other than documentary and  
26 for any other tangible items, that the Producing Party affix in a prominent place on  
27 the exterior of the container or containers in which the information is stored the  
28 legend “CONFIDENTIAL.” If only a portion or portions of the information

1 warrants protection, the Producing Party, to the extent practicable, shall identify the  
2 protected portion(s).

3       5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive  
5 the Designating Party's right to secure protection under this Order for such  
6 material. Upon timely correction of a designation, the Receiving Party must make  
7 reasonable efforts to assure that the material is treated in accordance with the  
8 provisions of this Order.

9

10      **6.    CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11       6.1    Timing of Challenges. Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court's  
13 Scheduling Order.

14       6.2    Meet and Confer. The Challenging Party shall initiate the dispute  
15 resolution process by requesting to meet and confer with the Designating Party  
16 pursuant to Local Rule 37.1 et seq., and if the issue cannot be resolved, the  
17 Challenging Party shall file a motion challenging the designation. If the meet and  
18 confer is regarding a motion to which Confidential Information is to be attached,  
19 this is resolved by filing a motion to seal wherein both parties include their  
20 positions as to whether the document(s) and information should be sealed.

21       6.3    Burden of Persuasion. The burden of persuasion in any such challenge  
22 proceeding shall be on the Designating Party. Frivolous challenges, and those  
23 made for an improper purpose (e.g., to harass or impose unnecessary expenses and  
24 burdens on other parties) may expose the Challenging Party to sanctions. Unless  
25 the Designating Party has waived or withdrawn the confidentiality designation, all  
26 parties shall continue to afford the material in question the level of protection to  
27 which it is entitled under the Producing Party's designation until the Court rules on  
28 the challenge.

1      7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

2      7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

9      Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12     7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16        (a) Parties to the Action;

17        (b) the Receiving Party’s Outside Counsel of Record in this Action, as  
18 well as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20        (c) the officers, directors, and employees (including House Counsel) of  
21 the Receiving Party to whom disclosure is reasonably necessary for this Action;

22        (d) Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action and who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25        (e) the Court and its personnel;

26        (f) court reporters and their staff;

27        (g) professional jury or trial consultants, mock jurors, and Professional  
28 Vendors to whom disclosure is reasonably necessary for this Action and who have

1 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
2

3                 (h) the author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information;

5                 (i) during their depositions, witnesses, and attorneys for witnesses, in the  
6 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
7 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
8 will not be permitted to keep any confidential information unless they sign the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
10 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
11 deposition testimony or exhibits to depositions that reveal Protected Material may  
12 be separately bound by the court reporter and may not be disclosed to anyone  
except as permitted under this Stipulated Protective Order; and

13                 (j) any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15  
16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
**PRODUCED IN OTHER LITIGATION**

17                 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL,” that Party must:

20                 (a) promptly notify in writing the Designating Party. Such notification  
21 shall include a copy of the subpoena or court order;

22                 (b) promptly notify in writing the party who caused the subpoena or order  
23 to issue in the other litigation that some or all of the material covered by the  
24 subpoena or order is subject to this Protective Order. Such notification shall  
25 include a copy of this Stipulated Protective Order; and

26                 (c) cooperate with respect to all reasonable procedures sought to be  
27 pursued by the Designating Party whose Protected Material may be affected. If the

1 Designating Party timely seeks a protective order, the Party served with the  
2 subpoena or court order shall not produce any information designated in this action  
3 as “CONFIDENTIAL” before a determination by the court from which the  
4 subpoena or order issued, unless the Party has obtained the Designating Party’s  
5 permission. The Designating Party shall bear the burden and expense of seeking  
6 protection in that court of its confidential material and nothing in these provisions  
7 should be construed as authorizing or encouraging a Receiving Party in this Action  
8 to disobey a lawful directive from another court.

9

10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a  
13 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
14 produced by Non-Parties in connection with this litigation is protected by the  
15 remedies and relief provided by this Order. Nothing in these provisions should be  
16 construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to  
18 produce a Non-Party’s confidential information in its possession, and the Party is  
19 subject to an agreement with the Non-Party not to produce the Non-Party’s  
20 confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party  
22 that some or all of the information requested is subject to a confidentiality  
23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated  
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the  
28 Non-Party, if requested.

**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

20      11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21            **PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or work  
2 product protection, the parties may incorporate their agreement in the stipulated  
3 protective order submitted to the Court.

4

5 **12. MISCELLANEOUS**

6       12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order, no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in  
11 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
12 any ground to use in evidence of any of the material covered by this Protective  
13 Order.

14       12.3 Filing Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
16 may only be filed under seal pursuant to a court order authorizing the sealing of the  
17 specific Protected Material at issue. If a Party's request to file Protected Material  
18 under seal is denied by the Court, then the Receiving Party may file the information  
19 in the public record unless otherwise instructed by the Court.

20

21 **13. FINAL DISPOSITION**

22       After the final disposition of this Action, as defined in paragraph 4, within 60  
23 days of a written request by the Designating Party, each Receiving Party must  
24 return all Protected Material to the Producing Party or destroy such material. As  
25 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
26 compilations, summaries, and any other format reproducing or capturing any of the  
27 Protected Material. Whether the Protected Material is returned or destroyed, the  
28 Receiving Party must submit a written certification to the Producing Party (and, if

1 not the same person or entity, to the Designating Party) by the 60 day deadline that  
2 (1) identifies (by category, where appropriate) all the Protected Material that was  
3 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
4 copies, abstracts, compilations, summaries or any other format reproducing or  
5 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
6 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
7 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
8 and trial exhibits, expert reports, attorney work product, and consultant and expert  
9 work product, even if such materials contain Protected Material. Any such archival  
10 copies that contain or constitute Protected Material remain subject to this Protective  
11 Order as set forth in Section 4 (DURATION).

12

13 **14. VIOLATION**

14 Any violation of this Order may be punished by any and all appropriate  
15 measures including, without limitation, contempt proceedings and/or monetary  
16 sanctions.

17

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19

20 Dated: February 7, 2025

CARDOZA LAW CORPORATION

21

22

By: /s/ Michael F. Cardoza  
Michael F. Cardoza

23

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Attorneys for Plaintiff  
DENNIS P. MOYEDA

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1 Dated: February 7, 2025

JONES DAY

3 By: /s/ Timothy D. Lanzendorfer  
4 Timothy D. Lanzendorfer

5 By: /s/ Angela M. Taylor  
6 Angela M. Taylor

7 Attorneys for  
8 EXPERIAN INFORMATION  
SOLUTIONS, INC.

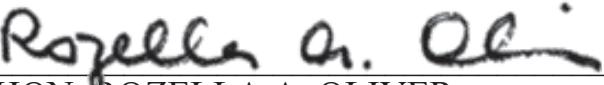
10 **SIGNATURE CERTIFICATION**

11 Pursuant to Local Rule 5-4.3.4(a)(2), I hereby certify that all other signatories  
12 listed, on whose behalf this filing is submitted, concur with the contents of this  
13 filing and have authorized the filing.

14 /s/ Timothy D. Lanzendorfer  
15 Timothy D. Lanzendorfer

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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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3 DATED: 2/7/2025

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6 HON. ROZELLA A. OLIVER  
United States Magistrate Judge

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EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of *Dennis P. Moyeda v. Experian Information Solutions, Inc., et al.*, 2:24-cv-10604-SVW-RAOx. I agree to comply with and to be bound by all  
the terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for  
15 the Central District of California for enforcing the terms of this Stipulated  
16 Protective Order, even if such enforcement proceedings occur after termination of  
17 this action. I hereby appoint \_\_\_\_\_ [print or type full  
18 name] of \_\_\_\_\_ [print or type full  
19 address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this  
21 Stipulated Protective Order.

22 | Date:

23 | City and State where sworn and signed:

24

25 Printed name:

26 ||